

IN THE DISTRICT COURT IN AND FOR HASKELL COUNTY
STATE OF OKLAHOMA

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of COURT CLERK
HASKELL COUNTY, OKLA.

APR 17 2014

MICHELLE DRY,

Plaintiff,

vs.

FARMERS INSURANCE GROUP,

Defendant.

Case NO. CJ-2014-

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Doren Hoh!

JUL 22 2014

Service of Process

PETITION

COMES NOW, the Plaintiff, Michelle Dry, by and through her attorney of record, Chad Locke and for her cause of action against the Defendant Farmers Insurance Group and would allege the following:

Parties

1. That the Plaintiff is a resident of Haskell County, State of Oklahoma.
2. That the Defendant Farmers Insurance Group is incorporated within the State of Kansas, and is doing business within the State of Oklahoma.

First Cause of Action: Conversion

3. That the events giving rise to this claim occurred on May 13, 2012, in Haskell County, State of Oklahoma.
4. That the son of Michelle Dry was operating a 2007 Ford F 150 Pick up truck, owned and insured by Michelle Dry with the Defendant Farmers Insurance Group, Policy Number 0187201718 when he was involved in a motor vehicle collision wherein he collided with a telephone pole.
5. The damage sustained by the 2007 Ford F 150 pick-up truck, owned by Michelle Dry and operated by her son, on May 13, 2012, was such that the subject vehicle was a total loss.
6. The Defendant Farmers Insurance Group took physical possession of the subject motor vehicle which is the subject of this cause of action.

LOCKE LAW OFFICE

ATTORNEYS AT LAW
314 West Broadway
Post Office Box 1468
Muskogee, Oklahoma
74402

DEFENDANT'S
EXHIBIT

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7. On June 7, 2012, the Defendant Farmers Insurance Group confirmed that the vehicle was a total loss.

8. The Defendant herein continues to maintain possession of the subject vehicle, has both refused to return the vehicle and has refused to pay for the damages done to the vehicle. Such actions by Defendant constitute conversion

Second Cause of Action: Breach of Contract

9. Plaintiff would re-adopt and re-allege all allegations contained herein.

10. Said actions of the Defendant constitute breach of contract in that they have wholly failed and refused to return said vehicle to their insured in spite of the fact they have also refused to make payment on the same pursuant to the insured's policy of insurance with the Defendant.

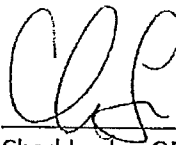
Third Cause of Action: Bad Faith

11. Plaintiff would re-adopt and re-allege all allegations contained herein.

12. Such action of the Defendant in refusing to return said vehicle and refusing to make payment on the same pursuant to their written policy of insurance with the Plaintiff not only breach of contract; furthermore, their refusals to make payment on the same constitute bad faith.

WHEREFORE, premises considered Plaintiff would respectfully request judgment in this matter in excess of the jurisdictional limits for a diversity cause of action within the United States District Court, attorney fees, costs, expenses and for any all and further ancillary relief as this Court may deem just.

Respectfully submitted,



Chad Locke, OBA #21268

Locke Law Office

P.O. Box 1468

314 W. Broadway

Muskogee, OK 74402

918-687-4900 (telephone)

918-687-5969 (facsimile)

Attorney Lien Claimed.

LOCKE LAW OFFICE

ATTORNEYS AT LAW
314 West Broadway
Post Office Box 1468
Muskogee, Oklahoma
74402